

9/24/03

09-25-2003

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
DUCKBACK PRODUCTS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Duckback Acquisition Corp.
Internal Address: Suite 300
Street Address: 8600 Park Meadow Drive
City: Lone Tree State: CO Zip: 80124

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RELATIONS
2003 SEP 24 AM 10:43
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 9/15/03

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 See attached Exhibit A

B. Trademark Registration No.(s) _____
 See attached Exhibit A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Donna J. Hunter, Paralegal
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 600 Peachtree Street, N.E.
 Suite 2400
 City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-0752

DO NOT USE THIS SPACE

9. Signature.
 Donna J. Hunter
 Name of Person Signing

Signature

September 23, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/25/2003 LINELLER 06000290 0224006
01 FC:0001 40.00 09
02 FC:0002 425.00 09

TRADEMARK
REEL: 002830 FRAME: 0959

SCHEDULE A

US Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	DECKDOCKTOR	REGISTERED		2,224,886 (02/23/99)	02/23/09
Duckback Products, Inc.	DECKTERGENT	REGISTERED		1,844,038 (07/12/94)	07/12/04
Duckback Products, Inc.	DECKTERGENT	REGISTERED (California Registration)		98,516 (12/30/93)	12/30/03
Duckback Products, Inc.	FIGHT BACK	REGISTERED		1,272,292 (04/03/84)	04/03/04
Duckback Products, Inc.	FIGHTBACK	REGISTERED		1,792,281 (09/14/93)	09/14/03
Duckback Products, Inc.	GLAZECRETE	REGISTERED		1,790,023 (08/31/93)	08/31/03
Duckback Products, Inc.	LIKE SUNGLASSES FOR YOUR WOOD	REGISTERED		1,994,844 (08/20/96)	08/20/06
Duckback Products, Inc.	MASON'S SELECT	REGISTERED		2,574,175 (05/28/02)	05/28/12
Duckback Products, Inc.	Miscellaneous Design (Duck Design)	REGISTERED		1,791,181 (09/07/93)	09/07/03
Duckback Products, Inc.	Miscellaneous Design (Duck Design)	REGISTERED (California Registration)		97,231 (02/22/93)	02/22/13
Duckback Products, Inc.	PRIMARY COATINGS	PENDING (Supplemental Register)	75/831,126 (10/25/99)		
Duckback Products, Inc.	SAFE-T-ETCH*	PENDING	76/460,423 (10/22/02)		
Duckback Products, Inc.	SPA SAVER	REGISTERED		2,212,373 (12/22/98)	12/22/08
Duckback Products, Inc.	STA-NU	REGISTERED		1,881,727 (03/07/95)	03/07/05
Duckback Products, Inc.	SUPERDECK	REGISTERED		1,665,594 (11/26/91)	11/26/11
Duckback Products, Inc.	SUPERDECK	REGISTERED	76/330,060 (10/25/01)	2,607,493 (08/13/02)	08/13/12
Duckback Products, Inc.	TRADITIONAL BEAUTY WITH MODERN PROTECTION	REGISTERED		2,054,043 (04/22/97)	04/22/07
Duckback Products, Inc.	WOODPERFECT	REGISTERED		1,616,334 (10/09/90)	10/09/10

Canada Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	DECKDOCKTOR	REGISTERED	825,313 (10/08/96)	TMA483761	10/08/12
Duckback Products, Inc.	DECKDOCTOR and Design	REGISTERED	695,878 (12/19/91)	TMA448970 (10/20/95)	10/20/10
Duckback Products, Inc.	DECKTERGENT	REGISTERED	811,670 (05/03/96)	TMA475101 (04/23/97)	04/23/12
Duckback Products, Inc.	Duck (Design)	REGISTERED	810,886 (04/25/96)	TMA490576 (02/26/98)	02/26/13
Duckback Products, Inc.	FIGHTBACK	REGISTERED	811,672 (05/03/96)	TMA475104 (04/23/97)	04/23/12
Duckback Products, Inc.	GLAZECRETE	REGISTERED	811,671 (05/03/96)	TMA475103 (04/23/97)	04/23/12
Duckback Products, Inc.	LIKE SUNGLASSES FOR YOUR WOOD	REGISTERED	810,887 (04/25/96)	TMA486325 (11/26/97)	11/26/12
Duckback Products, Inc.	RYAN ONE STROKE PROFESSIONAL SIGN PAINT and Design	REGISTERED	696,691 (12/19/91)	TMA417590 (10/01/93)	10/01/08
Duckback Products, Inc.	SUPERDECK	REGISTERED	810,885 (04/25/96)	TMA497466 (07/21/98)	07/21/13
Duckback Products, Inc.	SUPERDECK and Design	REGISTERED	695,879 (12/19/91)	TMA448764 (10/13/95)	10/13/10
Duckback Products, Inc.	SUPERDECK U.V. MARINE and Design	REGISTERED	695,880 (12/19/91)	TMA448493 (10/06/95)	10/06/10
Duckback Products, Inc.	SUPERSHADE	REGISTERED	811,673 (05/03/96)	TMA482603 (09/15/97)	09/15/12
Duckback Products, Inc.	TRADITIONAL BEAUTY WITH MODERN PROTECTION	REGISTERED	810,888 (04/25/96)	TMA486865 (12/12/97)	12/12/12
Duckback Products, Inc.	WOODPERFECT and Design	REGISTERED	695,877 (12/19/91)	TMA446338 (08/25/95)	08/25/10

Mexico Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date	Renewal Date
Duckback Products, Inc.	WOODPERFECT	PENDING	596,281 (04/09/03)		

TRADEMARK ASSIGNMENT AGREEMENT

Whereas, Duckback Products, Inc., a corporation organized and existing under the laws of the State of Delaware (“Assignor”), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as the “Marks”); and

Whereas, Duckback Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware (“Assignee”), desires to acquire the Marks under the terms of that certain Asset Purchase Agreement, dated as of September 15, 2003, between Assignor, Assignee and Katy Industries, Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee and its successors and permitted assigns, absolutely, irrevocably and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

This Trademark Assignment Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have cause this Trademark Assignment Agreement to be executed and delivered as of September 15, 2003. .

ASSIGNOR:

DUCKBACK PRODUCTS, INC.

By: Amir Rosenthal
Name: Amir Rosenthal
Title: Secretary

ASSIGNEE:

DUCKBACK ACQUISITION CORP.

By: _____
Name:
Title:

State of New York)
County of New York) ss:

On this 16th day of September, 2003, before me personally came Amir Rosenthal to me known, who being by me duly sworn, did depose and say that he/she is the Secretary of Assignor, and acknowledged that he executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received.

Constance Andonian

My commission expires: 12/26/05

Notary **CONSTANCE ANDONIAN**
Notary Public, State of New York
No. 01AN4960380
Qualified In Queens County
Commission Expires December 26, 2005 Ca
State of _____)
County of _____) ss:

On this _____ day of September, 2003, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of Assignee, and acknowledged that he/she executed the foregoing instrument on behalf of said Assignee and pursuant to authority duly received.

Notary Public My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have cause this Trademark Assignment Agreement to be executed and delivered as of September 15, 2003. .


ASSIGNOR:

DUCKBACK PRODUCTS, INC.

By: _____
Name:
Title:

ASSIGNEE:

DUCKBACK ACQUISITION CORP.

By:  _____
Name: Daniel Colbourne
Title: VP

State of _____)
)
County of _____) ss:

On this _____ day of September, 2003, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she is the _____ of Assignor, and acknowledged that he executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received.

Notary Public

My commission expires: _____

State of Colorado)
)
County of Arapahoe) ss:

On this 15th day of September, 2003, before me personally came Daniel Calhoun to me known, who being by me duly sworn, did depose and say that he/she is the VP of Assignee, and acknowledged that he/she executed the foregoing instrument on behalf of said Assignee and pursuant to authority duly received.

Deirdra A. Howe
Notary Public

My commission expires: _____
**My Commission Expires
2/3/2007**